

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

**BUILDING TRADES UNITED PENSION
TRUST FUND, and NACARCI FEASTER,**

**WISCONSIN LABORERS HEALTH FUND,
WISCONSIN LABORERS VACATION FUND,
and MICHAEL R. RYAN,**

Plaintiffs,

Case No. 06-C-0772

vs.

J. J. RAM L.L.C.,

Defendant.

ORDER FOR DISMISSAL

Upon all the files and proceedings had, and more particularly upon the Stipulation for Dismissal of the parties attached hereto,

IT IS HEREBY ORDERED that the Defendant is hereby adjudged to being the alter ego to J. J. Ram, Inc. and acknowledges its indebtedness to the Plaintiff Funds as follows:

Plaintiff	Contributions	Interest	Liq'd Damages	Total
Building Trades United Pension Trust Fund*	\$7,703.83	\$351.17	\$908.22	\$8,963.22
Wisconsin Laborers Health Fund**	5,162.00	600.80	1,954.60	7,717.40
Wisconsin Laborers Vacation Fund**	2,049.00	529.04	664.70	3,242.74
TOTAL	\$14,914.83	\$1,481.01	\$3,527.52	\$19,923.36

* Through April 30, 2004

** Through May 31, 2004

IT IS FURTHER ORDERED that the Defendant owes additional amounts for the time period through August 31, 2006 and shall allow the Plaintiff Funds to conduct audits to determine the amount owed within ten (10) days of this Order. Once calculated, said amounts shall be incorporated into this Stipulation;

IT IS FURTHER ORDERED that to resolve this matter, the Defendant shall pay all contributions and interest, totaling \$16,395.84 (through the dates set forth above), plus any additional contributions and interest determined owed through August 31, 2006, by making \$1,500.00 monthly payments (hereinafter "Delinquency Payments"). All Delinquency Payments shall be due on the first (1st) day of each month, beginning November 1, 2006, and shall be made payable to the "PGU Trust Account" or "Previant, Goldberg, Uelmen Trust Account" and sent to:

Previant, Goldberg, Uelmen, Gratz, Miller & Brueggeman, s.c.
Attn: Benjamin A. Menzel, Esq.
1555 North RiverCenter Drive, Suite 202
Milwaukee, WI 53202;

Each Delinquency Payment shall be considered to be made on the date on which it is postmarked.

IT IS FURTHER ORDERED that during the course of making the Delinquency Payments, the Defendant shall pay its monthly contributions (hereinafter "Current Payments") to the Plaintiff Funds as required by the collective bargaining agreements (hereinafter "Labor Agreements") in effect between the Defendants, the Wisconsin Laborers District Council and Plumbers and Steamfitters Local 75;

IT IS FURTHER ORDERED that upon making all Delinquency Payments required to satisfy the contributions and interest owed through August 31, 2006, and provided the Defendant has made all Current Payments, the Defendant shall be eligible to request a waiver of all liquidated damages owed. Any decision on such a request is at the sole discretion of the individual Funds' Trustees. Should the Trustees grant the Defendant's request, in whole or in part, the

Defendant shall be required to make contributions as required by the Labor Agreements for the twelve (12) months subsequent to the Trustees' decision. Should the Defendant fail to do so, the Trustees' waiver shall be deemed null and void and all liquidated damages shall become immediately due. Should the Trustees deny the Defendant's waiver, in whole or in part, all liquidated damages determined due by the Trustees shall become immediately due unless otherwise agreed upon by the parties;

IT IS FURTHER ORDERED that a Default of the Stipulation or this Order shall occur if the Defendant fails to make any Delinquency Payment, any Current Payment pursuant to the Labor Agreements or if the Defendant fails to comply with the terms of the Stipulation or this Order in any other way. In the event of any Default of the Stipulation or this Order, Plaintiffs shall notify the Defendant of said Default, by U.S. First Class Mail or Facsimile, to:

J. J. Ram, LLC
Attn: Allison Meinholtz/Jerome Meinholtz
568 South Oak Park Court
Milwaukee, WI 53214
Facsimile (414.328.3163)

If the Defendant fails to cure any Default within ten (10) days after the date of Plaintiffs' written notice of said Default, Plaintiffs shall be entitled to take judgment, without objection from the Defendant, as follows:

- Against the Defendant in the amount of \$19,923.36; plus all contributions, interest and liquidated damages determined as owed for the time period through August 31, 2006; plus all contributions, interest and liquidated damages determined owed as a result of any failure by the Defendant to submit contributions in accordance with the collective bargaining agreements after August 31, 2006; plus all attorneys fees and costs incurred by the Plaintiffs in the prosecution of this matter; less all payments made by the Defendant pursuant to the Stipulation or this Order. The

Defendant shall execute a Confession to Judgment consistent with this paragraph. The Confession to Judgment shall only be filed in the event a Default is not cured pursuant to the Stipulation or this Order;

IT IS FINALLY ORDERED, that all claims of Plaintiffs against the Defendant shall be dismissed without prejudice and that the Court shall retain jurisdiction over this matter until all terms and conditions of the Stipulation and this Order are satisfied. If the Defendant fails to satisfy the terms and conditions of the Stipulation or this Order, Plaintiffs are entitled to have judgment entered against the Defendant as set forth in the Stipulation or this Order, plus all reasonable attorney fees and costs incurred by the Plaintiffs in the prosecution of this matter.

IT IS SO ORDERED.

Dated this 2nd day of November, 2006.

BY THE COURT:

s/ Rudolph T. Randa
Hon. Rudolph T. Randa
Chief Judge